

**AGREEMENT BETWEEN
TOWNSHIP OF JEFFERSON
AND
JEFFERSON TOWNSHIP POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL 190**

January 1, 2003 through December 31, 2005

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PREAMBLE

THIS AGREEMENT, entered into this _____ day of _____, 2003, by and between the TOWNSHIP OF JEFFERSON, A Municipal Corporation of the State of New Jersey, with offices at Municipal Building, 1033 Weldon Road, Lake Hopatcong, New Jersey 07849 (hereinafter called the “Employer”)

And

JEFFERSON TOWNSHIP POLICEMEN’S BENEVOLENT ASSOCIATION, LOCAL 190, with its principal office, % Albert Chibookian, 1032 Weldon Road, Oak Ridge, New Jersey 07438 (hereinafter called the “PBA”).

WHEREAS, both the employer and the PBA believe in the soundness of principal of collective bargaining and contracting; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed by and between the parties as follows:

SECTION 1

Recognition

- A. The Employer hereby recognizes the PBA, through its respective appointed negotiators, as the exclusive representative of all full-time, permanent Police Officers in the Township of Jefferson, of the following ranks: Police Officer, Sergeant and Lieutenant.
- B. All position titles not enumerated above are hereby excluded from the negotiating unit.

SECTION 2

Coverage

It is intended that this agreement shall cover all matters pertaining to wages, hours, and working conditions concerning the Jefferson Twp. Police Department.

SECTION 3

Management Rights

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States including but without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
 2. To hire all employees and subject to the provisions thereof to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause, according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, provided they do not effect wages, hours and working conditions and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be constructed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

SECTION 4

Work Schedule and Overtime

- A. There is established within the Patrol Division, a consecutive four (4) day on, four (4) day off work schedule of twelve (12) hour workdays. The work schedule shall consist of 112 day cycle or a 16 week cycle.
- B. During each 16 week cycle, an additional 36 hours off shall be granted in three (3) twelve-hour (12 hour) days. These days will be recognized as floating days off. Three (3) floating days off must be requested off during each 16 week cycle. A floating day off must be requested by the officer and approved in the same manner as vacation day, holidays, personal sick days or compensatory time.
- C. Training time will total twelve (12) hours per calendar year. Training time will be used for the purpose of police training at the discretion of the Chief of Police. Training time shall not be accumulated from year to year. Training time will be used in 3 (three) four hour (4 hour) blocks.
- D. All other police personnel not assigned to the twelve-hour (12 hour) schedule shall be assigned a schedule based upon a forty-hour (40 hour) workweek.
- E. The Police Department's Personnel Work Schedule, for all Police personnel, shall be prepared and posted for the scheduled year.

Overtime & Court Time:

- A. An officer's hourly rate is calculated by dividing the total **annual salary** (base, longevity, differential(s), Detective/Patrol Lieutenant/Services pay, specialized pay and college credits) by 2080. Premium overtime will be paid at a rate one and one-half (1 1/2) times the officer's hourly pay rate. All overtime payments under this Section and Section 5 (Holidays) will be based on the salaries established in Section 23 (Salaries & Wage Scale) of this agreement.

- B. The Employer will pay a minimum of two (2) hours pay for the first two (2) hours or any part thereof, and one (1) hour pay or any part thereafter when an officer is called to work other than his/her normally scheduled working hours, at a premium overtime rate as outlined in paragraph A above (Overtime & Court Time). This includes all court appearances and quasi-judicial proceeding pursuant to the proper application of police duties. This shall not include attendance in any disciplinary hearing unless the officer is mandated by the Township to attend.
- C. All officers' will be compensated at a premium overtime rate or compensatory time as outlined in paragraph A above (Overtime & Court Time) for all hours worked in excess of their regular scheduled hours.

SECTION 5

Holidays

- A. The following fourteen (14) days or 112 hours shall be designated holidays:
- | | | |
|--------------------------|--------------------------|----------------------------|
| 1. New Year's Day | 6. Memorial Day | 11. Veteran's Day |
| 2. M.L. King's Birthday | 7. Fourth of July | 12. Thanksgiving Day |
| 3. Lincoln's Birthday | 8. Labor Day | 13. Day After Thanksgiving |
| 4. Washington's Birthday | 9. Columbus Day | 14. Christmas Day |
| 5. Good Friday | 10. General Election Day | |
- B. The Employer shall pay the officer straight time for all holidays unused by December 1st of each year to a maximum of five (5) days or forty (40) hours. This payment shall be by check, separate from the officer's payroll check. Holidays shall not be carried from year to year.

SECTION 6

Vacations

- A. Vacations are to be in effect from January 1st to December 31st and are granted on a calendar year basis. Police officers shall be entitled to vacation as follows:
- B. During first calendar year of employment, one (1) working day for each full month of service from date of appointment. Thereafter, days will be credited to the officer at the beginning of each calendar year in accordance with the following schedule:
- 0 through 1 year of service: 12 days or 96 hrs.
 - 2 through 5 years of service: 14 days or 112 hrs
 - 6 through 10 years of service: 16 days or 128 hrs.
 - 11 through 15 years of service: 19 days or 152 hrs.
 - 16 through 20 years of service: 22 days or 176 hrs.
 - 21 through 25 years of service: 25 days or 200 hrs.
 - 26 through 30 years of service: 1 additional day (8 hours) for each year to a total of 240 hours at 30 years of service
- C. All officers shall be allowed to carry over, into the following year, up to the maximum number of hours of vacation time they received that year in accordance with NJ State Law.

SECTION 7

Sick Leave / Deferred Compensation

Each employee shall receive fifteen (15) days or one hundred twenty (120) hours of sick leave per year in accordance with New Jersey Civil Service Department of Personnel Regulations for municipalities. Unused sick leave shall accumulate from year to year.

- A. Upon termination of employment, in good standing, an officer with a minimum of five (5) years of service shall be paid one (1) hours' pay for each two (2) hours of accumulated sick time. The maximum payment shall be one thousand forty (1040) hours times the officer's base hourly rate. All payments under this section shall be made in a lump sum payment within six (6) months of the effective date of termination.
- B. Upon the approval of the Chief of Police or his designee, sworn police officers may use no more than twenty-four (24) hours per year of sick leave as personal time.
 - 1. Use of personal sick time shall require a minimum of twelve (12) hours' notice, and/or an approval from the Chief of Police or his designee.
 - 2. Use of personal sick time shall require no home confinement or proof of medical illness.
- C. Deferred Compensation Plan:

A deferred compensation plan shall be available to all officers. This plan shall be separate of any current payroll deduction plans. Any officer who has accumulated over three-hundred (300) hours of unused sick time hours shall have the option to designate up to the below listed hours of unused sick time hours into a deferred compensation plan. At time of submission, the hours designated shall not leave less than three hundred (300) hours of accumulated sick time.

This plan shall only be used and maintained through the recognized plan providers of Jefferson Township and the payroll department of the Township. In the event of a plan termination by the Township, the PBA and the Township administration shall transfer this compensation service to a duly recognized provider. The individual officers shall be responsible for compliance with the accepted plan and its guidelines.

Unused Sick Time Hours, maximum per officer:

2003: Forty (40) hours (multiply hours times straight rate of pay)

2004: Eighty (80) hours (multiply hours times straight rate of pay)

2005: (and every year thereafter) Eighty (80) hours (multiply hours times straight rate of pay)

SECTION 8

Salaries and Wages

All salaries and wages shall be paid periodically in accordance with New Jersey State Civil Service Regulations and as set forth in Section 23 attached hereto and made a part hereof. All wages shall be paid bi-weekly.

SECTION 9

Police Schools and Meetings

- A. **Police Schools or Training Classes:** Each Police Officer shall be required to attend classes at a police school at a rate of not less than twenty (20) hours per year. All schools or training under this section must be approved by the Chief of Police or his designee. Proper certification demonstrating attendance at the completion of this school or training shall be submitted to the Training Officer upon course completion. The twenty (20) hours shall be above and beyond the normal in-service training.

Directed Attendance: Any police officer that is **directed** to attend police school/training less than a scheduled (8) eight hour class day (other than the three (3) four hour blocks of training time as mentioned in Section 4 Paragraph C) by the Chief of Police during the officers regularly scheduled time off will receive overtime or compensatory time as approved by the Chief of Police. Any officer attending a police school/training of scheduled attendance of eight (8) or more hours will be compensated with School Time Off (STO) on an hour for hour basis.

Requested Attendance: Any police officer who is **requesting** to attend police school/training (other than the three (3) four hour blocks of training time as mentioned in Section 4 Paragraph C) by the Chief of Police during his regularly scheduled time off will receive School Time Off (STO) on an hour for hour basis. The scheduling officer will schedule STO during the same working time period.

- B. Expenses: Any expense, including mileage, at a rate of the current federal mileage allowance per mile for use of a personal vehicle, meals (maximum \$8.50 per officer, per meal, or \$25.00/day for an overnight school as outlined in Section 13), clothing and equipment, incurred while attending such schools or said training, will be paid by the Employer upon submission and approval of an itemized expenses form.
- C. Each officer shall attend a full-dress inspection once each year, unless excused by the Chief of Police. Notice of the full dress inspection shall be posted in the Police Headquarters thirty (30) days in advance of said inspection.
- D. There may be held two (2) meetings each year between the general membership of the PBA and the Chief of Police, Director of Public Safety, Business Administrator, and a member of the Township Council. These meetings, if held, will take place in January and/or June. Attendance is voluntary.
- E. Conventions: The duly elected State Delegate and two (2) Alternate State Delegates will be provided time off with pay to attend the State PBA Annual Convention and the annual mini convention in accordance with N.J.S.A. 40A:14-177. Evidence of attendance at these meetings in the form of a letter from the President of the PBA will be required prior to payment. Time off with pay for attendance at such meetings will include travel time. Payment will be made for attendance during the officially scheduled day(s) of such conventions only, exclusive of holiday, vacation, sick leave and personal time.
- F. The PBA State Delegate or Alternate State Delegate shall be given the shift off with full pay to attend any State PBA Meeting(s), or County Conference Meeting(s).
- G. Overtime will not be paid to an employee who attends such conventions, or other meetings as outlined herein under this section.

SECTION 10

Clothing and Maintenance Allowances

Each police officer shall be entitled to an allotment of \$1,200.00 per annum for the purchase of police uniforms, equipment, and maintenance. \$400.00 of said allotment shall not be payable directly to the police officer, but will be maintained in an account to be administered by the Chief of Police. \$800.00 of said allotment shall be paid directly to the officer in two (2) payments. The first payment in the amount of \$400.00 shall be payable after January 1st and the second payment in the amount of \$400.00 after July 1st for maintenance and a purchase of uniforms and equipment.

- A. Where there is a loss of uniform in the line of duty, approval may be granted by the Chief of Police for the officer to replace the uniform at the Township's expense, provided the officer turns in the damaged uniform.
- B. The township agrees to reimburse all new hired police officers for their purchase of a department dress uniform consisting of a Blouse jacket, Shirt and all leather gear. Upon completion of the academy, officers shall submit their receipts and be reimbursed by the township within six (6) weeks. There is a \$600.00 cap on this benefit.

SECTION 11

Compensation upon Promotion

Any police officer promoted to a higher rank, or to the position of Detective, will receive compensation at a higher rate of pay from the date of appointment.

SECTION 12

Longevity

In addition to base pay, the Employer agrees to pay longevity starting at the beginning of the fourth year of an officer's service with the Jefferson Township Police Department, at two (2%) percent and increased one-half (1/2%) percent each year until a maximum of One Thousand Three Hundred Seventy-five (\$1,375.00) Dollars in total longevity is reached by each officer. Longevity shall be based on each officer's base annual wage.

A. Schedule:

Starting at the beginning of the 4 th year through the completion of 14 years of service	Increased by 1/2% a year to a maximum payout per year of \$1,375.00
Starting at the beginning of the 15 th year through completion of 17 years of service	\$1,675.00 per year
Starting at the beginning of the 18 th year of service thereafter	\$1,875.00 per year

B. A proportionate share of the longevity payment will be made bi-weekly as part of the officer's base pay. Both the employer and employee will make pension contributions on longevity payments.

SECTION 13

Traveling Expense

This section pertains to all duties except transportation to and from police headquarters and meals during normal working hours in the Township of Jefferson.

A. Mileage

If, at any time, a police officer shall be required, by the Chief of Police or his designee, to use his/her personal vehicle for police business, the employer agrees to compensate said officer at the current federal mileage allowance per mile.

B. Meal Expense:

A police officer shall be entitled to reimbursement of a maximum of Eight Dollars and Fifty (\$8.50) cents per meal the officer is required to pay out of personal funds or a maximum of Twenty-five (\$25.00) Dollars a day for an overnight school. Temporary duty assignments to other agencies, including, but not limited to, the Morris County Prosecutor's Office, New Jersey State Police Narcotics Task Force, or similar details are not eligible for meal reimbursements as provided in this Section.

C. See also Section 9 as it pertains to police schools and traveling expenses.

SECTION 14

Tuition Reimbursement

For the successful completion (grade of C or above) of approved college level courses, at a recognized institution of higher learning, an employee shall be eligible to receive a maximum of One Hundred Fifty (\$150.00) Dollars for each college credit so completed. This reimbursement, is in lieu of, and separate from, the benefits paid under Section 15 of this Agreement.

Reimbursement under this section can take place at any time, twice in one (1) calendar year, as it does not affect gross salary wages. Employees requesting reimbursement must submit proof of grade and a dated tuition receipt with the request, upon course completion. After seven (7) years, on February 1st of the eighth (8th) calendar year from the reimbursement year, an employee may resubmit the credit hours accumulated for compensation under Section 15 of this agreement.

The Township agrees to reimburse applicants within six (6) weeks from the time of submission.

SECTION 15

College Credits

There is hereby established an educational program for officers of the police department with at least three (3) years of service. For the successful completion of approved college level courses, (grade C or above), each participating employee shall be awarded \$30.00 per credit. The credit cap shall be one hundred thirty (130) credits.

The Township agrees to the following per credit increases:

January 1st, 2003-\$31.50 per credit

January 1st, 2004-\$33.00 per credit

January 1st, 2005-\$34.50 per credit

The Township agrees to reimburse officers for the purchasing of books necessary for college course completion. Receipts shall be submitted upon purchase and reimbursement shall be provided within six (6) weeks of the request. There is a Four Hundred (\$400.00) Dollar per year cap on this benefit.

Current certified transcripts stating the completion and grade of said college level courses shall be on file with the Chief of Police, by February 1st of each year. At that time, the Township Council, by resolution, shall set forth the monetary amounts earned during the previous year.

Compensation for educational credits will be paid each year in a proportionate share, bi-weekly as part of the employee's base pay. Both the employer and employee will make pension contributions based on educational credits.

SECTION 16

Medical Coverage

The Township shall offer enrollment, to all eligible full-time police officers in the New Jersey State Health Benefits Plan, which includes health insurance, hospitalization and major medical insurance as provided under the terms of the plan. The Township will provide dental insurance coverage for eligible employees and their dependents with an annual maximum of \$2,000.00 per person, and a \$3,000.00 lifetime child orthodontic maximum. The employee will only be responsible for a co-pay as required by the dental plans.

The Township reserves the right to change insurance carriers provided that equal to or greater benefits are provided to benefit recipients.

The Employer agrees to show any changes in medical coverage to the PBA Local 190, thirty (30) days prior to any change. If a grievance is filed concerning any medical coverage, it will be subject to the grievance procedure, including arbitration.

SECTION 17

Disability

The Employer agrees to pay any officer disabled in the line of the duty his/her full pay, without loss of sick leave from the first day of said disability until said police officer is able to return to work or is retired on disability.

- A. While any officer is receiving worker's compensation benefits and full pay from the Employer, such officer will compensate the Employer an amount equal to the amount of worker's compensation benefits he/she receives.
- B. An officer will not be required to compensate the Employer for any permanent disability benefits received.
- C. An officer receiving full pay while on worker's compensation, and who becomes exempt or receives tax relief of his/her Federal or State taxes, thereby receiving a greater net pay, shall refund this additional amount to the Township.

SECTION 18

Benefits to Surviving Spouse and Dependents

- A. Any police officer who shall retire due to a disability incurred in the line of duty or death as the result of an injury received in the line of duty, shall be entitled to all medical benefits in accordance with standard policies in effect for other police officers, for him/herself, spouse and dependants.

- B. Upon an officer's death in the line of duty, his/her surviving spouse and all other dependents shall continue to receive all medical coverage in accordance with the policies in effect for other officers, until the surviving spouse's death or remarriage, to the extent permitted by the New Jersey State Health Benefits Commission Rules and Regulations.

SECTION 19

Hospitalization after Retirement

The Township shall provide paid State Health Benefits Program (SHBP) coverage for retirees, (with 12 (twelve) or more years employment with the Township) their spouses and eligible dependants, in accordance with the provisions and regulations of The New Jersey State Health Benefits Plan. This benefit adopts the provisions of Chapter 88, P.L. 1974 and amendment(s) by Chapter 436, P.L. 1981.

The Township shall provide the bargaining unit with a copy of the current Township resolution as provided to the New Jersey State Health Benefits Program.

SECTION 20

No Strike Pledge

- A. The PBA covenants and agrees that during the term of this agreement, neither the PBA nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walkout or other job action against the Township. The PBA agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slow down, walkout or other job action against the Township, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.
- C. The PBA will actively discourage, and will take whatever affirmative steps are necessary to prevent or terminate, any strike, work stoppage, slow down, walkout or other job action against the Township.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the PBA or its members.

SECTION 21

Grievance Procedure

OBJECTIVES:

1. Resolve grievance as quickly as possible.
2. Settle the disagreement at the employee-supervisor level informally.
3. Correct the cause of the grievance to prevent future similar complaints.
4. A grievance procedure is to promote harmonious relations among employees and supervisors.

PROCEDURES:

- A. In the event a difference arises between the employer and employee or any recognized group in interpretation of rules that have been promulgated or the negotiated contract between the PBA and the Employer, the individual will make the grievance known to his/her immediate supervisor within one hundred twenty (120) hours of its occurrence and attempt to settle the difference with his/her immediate supervisor.
- B. If no satisfactory agreement is reached within two (2) calendar days after Step A, the grievance shall be submitted to the Chief of Police and a copy to the Director of Public Safety.
- C. If no satisfactory agreement is reached, the Officer may then request a conference with the Chief of Police after three (3) calendar days.

- D. If there is no agreement reached by both sides at Step C, the Director of Public Safety shall have ten (10) days to submit his/her decision in writing, after Steps A through C have been followed and the Director has been apprised in writing of the decision to Step C.
- E. The aggrieved employee has a right to be represented by Counsel or by an official of his/her bargaining agent at the employee's expense. If additional time is needed by either side regarding the above procedures, it must be given by mutual consent of both sides.
- F. Employees shall have the right to refrain from joining employee organizations and may present a grievance as an individual. The PBA can represent the individual.
- G. Within ten (10) days of transmittal of a written answer by the Director of Public Safety or his/her agent, if the grievance is not settled to the satisfaction of the Employer, the employee or bargaining agent, either party to this agreement may request that this grievance be submitted to arbitration as provided below. A copy of the grievance of the request for arbitration shall be sent to the director of Public Safety or his/her agent.

- H. The arbitrator shall be selected by both parties. The arbitrator must limit his/her arbitration to issues that were presented at the time of the grievance. The arbitrator can only arbitrate those matters which are not in conflict with the Rules and Regulations of the Civil Service Commission. The arbitrator shall be selected from the New Jersey State Board of Mediation, and then, in accordance with the procedures of the agency used, expenses will be borne equally by the PBA and the Employer. Only the Employer and the PBA reserve the right to submit to arbitration. The arbitrator's decision shall be final and binding on both parties. The arbitrators shall not have the ability to modify the contract.
- I. This grievance procedure shall be enforced as long as it is not in conflict with anything herein provided. It shall not be in conflict with N.J.S.A. 11 A or N.J.S.A. 40A, the Administrative Code of Jefferson Township, Rules and Regulations of the Jefferson Township Police Department-Chapter 1A-36B Ordinance 9/98.

SECTION 22

Miscellaneous

- A. The method and means of annually evaluating the general work performance of each police officer has been developed and instituted by the Employer, the refinement and utilization of criteria for evaluation and the establishment of a procedure for an evaluation system shall be from any accepted Police management practices.

- B. Each police officer shall have the right to review the contents of his/her personnel file upon reasonable notice and at a reasonable time. A police officer may request and the Employer shall then provide the contents of his/her personnel file. All contents shall be accounted for, dated and recorded.

SECTION 23

Salary and Wages

1. Base Salary and Wage Scale:

<u>Rank</u>	<u>1/1/2003</u>	<u>1/1/2004</u>	<u>1/1/2005</u>
Academy Step	\$32,080.71	\$33,363.94	\$34,698.50
Step 1	\$38,316.40	\$39,849.05	\$41,443.02
Step 2	\$46,205.43	\$48,053.65	\$49,975.80
Step 3	\$54,094.48	\$56,258.26	\$58,508.59
Step 4	\$58,746.15	\$61,095.99	\$63,539.83
Step 5	\$63,397.80	\$65,933.71	\$68,571.06
Step 6	\$68,220.50	\$70,949.32	\$73,787.29
Sergeants	\$75,042.54	\$78,044.24	\$81,166.01
Lieutenants	\$82,546.79	\$85,848.66	\$89,282.60

Patrol Division Differential

Since 1/1/2001, police officers and sergeants working the Patrol Division as outlined in Section 4 of this agreement shall receive a patrol differential. The differential shall consist of 2% of the officer's base pay. For the purposes of pension and overtime calculations, this differential will be paid in accordance with Federal and State Laws and the rules of the Police and Fire Pension System.

<u>Step #</u>	<u>1/1/2003</u>	<u>1/1/2004</u>	<u>1/1/2005</u>
Step 1	\$766.33	\$796.98	\$828.86
Step 2	\$924.11	\$961.07	\$999.52
Step 3	\$1,081.89	\$1,125.17	\$1,170.17
Step 4	\$1,174.92	\$1,221.92	\$1,270.80
Step 5	\$1,267.96	\$1,318.67	\$1,371.42
Step 6	\$1,364.41	\$1,418.99	\$1,475.75
Sergeants	\$1,500.85	\$1,560.88	\$1,623.32

2. Salary and Wages:

- A. Any officer appointed to the position of Detective, Patrol Lieutenant, or the Services Bureau, will receive additional compensation of \$1,000.00 (one-thousand) per annum, and will be included in the Officers Annual Salary and paid bi-weekly. These Officers may receive overtime compensation as provided in Section 4 of this Agreement. The Chief of Police may require prior approval, or the prior approval of a superior officer he/she so designates, for all overtime, except emergencies worked by these Officers.
- B. A police officer's length of service shall be based upon his/her anniversary date of employment. The length of service for any officer above the rank of police officer shall be based upon his/her anniversary date of promotion for promotional purposes only. Longevity shall be based upon the anniversary date of employment for all officers.
- C. Those officers employed or promoted prior to July 1st of any year, shall be deemed employed or promoted the preceding January 1st for seniority calculation. Those officers employed or promoted subsequent to July 1st shall be deemed employed or promoted the subsequent January 1st for seniority calculations.

- D. If, at any time, a police applicant has prior police experience, the Chief of Police, at his discretion, with the approval of the Mayor, may place the applicant no further than the third (3rd) step in the salary guide.
- E. Any officer appointed during the term of this agreement will be placed at Step 1 of the above stated guide. This excludes officers appointed under the special provision of Paragraph D.
- F. It is agreed by the Employer and the PBA that all promotions to a higher rank shall be made within the Division of Police, as it exists at the time of said vacancy, except Chief. The Chief's position will be filled in accordance with New Jersey Department of Personnel Regulations.
- G. Effective January 1, 2003, January 1, 2004 and January 1, 2005, all officers shall have their base pay increased in accordance with the salary guide established in Section 23 of this Agreement. Each step in Section 23 equals one year of service and officers will automatically move up a step the first day of each year (January 1), and shall receive this compensation in the first payroll in January. In the event a new contract has not been negotiated, the Step increases will be automatically granted.
- H. Any officer appointed or promoted during the calendar year of this Agreement shall receive, pro-rated from his/her date of employment to the end of that calendar year, the salary adjustment provided for under paragraph "G" above. The provisions of this paragraph shall apply to newly hired officers and newly promoted officers appointed during the term of this Agreement.

- I. Any non-police training commission certified officer shall be hired at the academy level step. Upon successful completion of a certified police academy, that officer will be immediately paid at the Step 1 rate.

SECTION 24

Leave of Absence - Death in Family

In the case of the death of mother, father, wife, husband, son, daughter, brother, sister, grandchild, grandmother, grandfather, father-in-law, mother-in-law, and relations living in the employee's household, members shall receive three (3) days off exclusive of vacation, sick leave, holiday time, and personal days. Up to five (5) days from the day of death until the day after burial, inclusive, may be granted with prior approval of the Chief of Police. In the case of the death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, son-in-law, daughter-in-law, cousin of the first degree, members shall receive time off, exclusive of vacation, sick leave, holiday time and personal days, on the day of the burial only. For purposes of days off under this section, a day will be equivalent in hours to a normal workday for the officer requesting such leave.

SECTION 25

Separability and Savings

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

SECTION 26

Fully Bargained Provisions

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues.

SECTION 27

Term of Agreement

This Agreement shall take effect January 1, 2003, and shall remain in full force and effect until midnight December 31, 2005, and thereafter from year to year unless either party shall give notice in writing ninety (90) days in advance of the expiration date of this Agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid ninety (90) day notice is given. Thereafter, the responding changes and/or counter proposals will be made in writing. No such changes by either party shall be considered which are not received in accordance with this section.

SECTION 28

Body Armor

Each employee shall be entitled to reimbursement up to \$900.00 for the purchase of approved (Class IIA or better) body armor. Employees must submit receipt of purchase indicating the price, style and type of armor purchased for reimbursement. Receipt must be submitted on the calendar year of the purchase. Once reimbursed, that particular employee will not be reimbursed for new body armor for a period of five (5) years. Reimbursement will not be transferable between employees. After the employee receives new body armor, the employee shall turn in the old department issued Body Armor.

Employees purchasing body armor and having been reimbursed by the Township shall be expected to wear such body armor as specified in department Rules and Regulations. On outside employment or details where the Class B uniform or Traffic Uniform is acceptable, body armor shall be worn at that employee's discretion.

The Township agrees to reimburse employees within six (6) weeks from the time submitted as with any other reimbursement in this agreement.

DECLARATION

The Township of Jefferson and the Policemen's Benevolent Association, Local No. 190, agree to the terms set forth in this collective bargaining agreement commencing January 1, 2003, and continuing thereafter, until a new contract is agreed upon.

**Policemen's Benevolent Association
Local 190**

Township of Jefferson

President Albert Chibookian

Mayor Russell Felter

Vice-President Patrick Butler

Council President Richard Yocum

State Delegate Richard Geib

Lydia Magnotti, Township Clerk

Date _____

